



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

23 October 14, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

October 14, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**STUDY PARTNERSHIP AGREEMENT BETWEEN THE REINVENTING THE NATION'S URBAN  
WATER INFRASTRUCTURE, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, CITY OF  
LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF SANITATION, AND CITY OF  
LOS ANGELES DEPARTMENT OF WATER AND POWER  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

### **SUBJECT**

This action is to execute a Study Partnership Agreement with the National Science Foundation's Engineering Research Center for Reinventing the Nation's Urban Water Infrastructure Group, City of Los Angeles Department of Public Works Bureau of Sanitation, and City of Los Angeles Department of Water and Power for the assessment of urban stormwater contaminant removal using geomedia mixtures as a benefit to the Rory M. Shaw Wetlands Park Project (a.k.a. Strathern Wetlands Park Project) to be conducted at the adjacent Sun Valley Park Drain and Infiltration System.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Director of Public Works or her designee, acting as the Chief Engineer of the Los Angeles County Flood Control District, to enter into a Study Partnership Agreement, substantially similar to the enclosed, with the National Science Foundation's Engineering Research Center for Reinventing the Nation's Urban Water Infrastructure Group, City of Los Angeles Department of Water and Power, and City of Los Angeles Department of Public Works Bureau of Sanitation.

3. Approve the contribution of \$285,000 by the Los Angeles County Flood Control District to assist in the funding of a research study on the effectiveness of different geomedia mixtures in removing pollutants from urban stormwater.
4. Authorize the Director of Public Works or her designee, acting as the Chief Engineer of the Los Angeles County Flood Control District, to enter into nonmaterial amendments or modifications of the Study Partnership Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Reinventing the Nation's Urban Water Infrastructure Group (ReNUWIt) consists of researchers from Stanford University, University of California Berkeley, New Mexico State University, and the Colorado School of Mines. The group is currently conducting research on methods to remove contaminants from surface water runoff prior to the recharge of drinking water aquifers. The City of Los Angeles Department of Water and Power, City of Los Angeles Department of Public Works Bureau of Sanitation, and Los Angeles County Flood Control District are committed to pursuing opportunities to enhance water conservation, increase stormwater capture, and improve water quality and groundwater recharge to augment the City's and County's local water supply. The ReNUWIt, Flood Control District, Bureau of Sanitation, and Water and Power have identified the Rory M. Shaw Wetlands/Sun Valley Park Project as an ideal project for a research study on the effectiveness of different geomedia mixtures in removing pollutants from urban stormwater.

The Rory M. Shaw Wetlands Park Project is a partnership with the Flood Control District, Water and Power, Bureau of Sanitation, and the Sun Valley Watershed Stakeholders Group. It was identified as a major component of the Sun Valley Watershed Management Plan to transform an existing 46-acre former inert debris landfill into a multipurpose wetlands park including stormwater capture and treatment. The study requires the collection of stormwater that is representative of the surface water that will enter the future Rory M. Shaw Wetlands Park Project. The ReNUWIt will collect these representative water samples from the location of the Sun Valley Park Drain and Infiltration System Project, which is adjacent to the Rory M. Shaw Wetlands Park Project site. The research study will provide information to enhance groundwater recharge efforts at the Rory M. Shaw Wetlands Park Project site and future sites in the Los Angeles Basin by assessing contaminant removal strategies during infiltration.

The purpose of the recommended actions are to authorize the Chief Engineer of the Flood Control District to execute a Study Partnership Agreement, substantially similar to the enclosed, with ReNUWIt, Water and Power, and Bureau of Sanitation providing for the Flood Control District, Water and Power, and Bureau of Sanitation to each contribute \$285,000 for a total amount of \$855,000 to ReNUWIt to perform the research study and to delegate authority to the Chief Engineer of the Flood Control District to execute nonmaterial amendments and modifications of the Study Partnership Agreement.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Service Delivery (Goal 3) to put forth collaborative efforts and maximize opportunities to improve community health. The study is a collaboration that will provide long-term benefits to the community by developing methods to improve water quality.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total study cost of \$855,000 will be split evenly between the Flood Control District, Water and Power, and Bureau of Sanitation. The Flood Control District's total cost for the study is \$285,000. Funding for this study is included in the Flood Control District Fund Fiscal Year 2014-15 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Section 2 of the Los Angeles County Flood Control District Act provides as follows:

The objects and purposes of this act are to provide for the control and conservation of the flood, storm and other waste waters of said district and to conserve such waters for beneficial and useful purposes by spreading, storing, retaining or causing to percolate into the soil within said district, or to save or conserve in any manner, all or any of such waters, and to protect from such flood or storm waters, the harbors, waterways, public highways and property in said district.

The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and has all the following powers:

9. To make contracts ... and to do all acts necessary for the full exercise of all powers vested in the district, or any of the officers thereof, by this act.

The substantially similar enclosed Memorandum of Agreement has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from the provisions of the California Environmental Quality Act (CEQA). The project is within a class of projects that has been determined not to have a significant effect of the environment in that it meets the criteria set forth in Sections 15303 and 15306 of the CEQA Guidelines and Classes 3(b) and 6(b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. These exemptions provide for construction of small accessory structures and small projects performed for research and demonstration purposes, which involve no more than minor construction on existing County facilities for data collection and research activities, which do not result in serious or major disturbance to an environmental resource.

In addition, the project is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemptions inapplicable based on the project records.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact to current services.

Approval of the recommended actions will benefit the Flood Control District by providing research results to enhance groundwater recharge efforts at future sites in the Los Angeles Basin.

**CONCLUSION**

Please return an adopted copy of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:TMG:sw

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**MEMORANDUM OF AGREEMENT BETWEEN THE RE-INVENTING THE NATION'S  
URBAN WATER INFRASTRUCTURE (ReNUWIt), THE LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT (District), THE LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS BUREAU OF SANITATION (LABOS), AND THE  
LOS ANGELES  
DEPARTMENT OF WATER AND POWER (LADWP)**

**A G R E E M E N T**

This Memorandum of Agreement (Agreement) is made and entered into by and between the ReNUWIt, District, LABOS, and LADWP individually referred to as "Party" and collectively referred to as "Parties."

**W I T N E S S E T H**

WHEREAS, the City of Los Angeles (City) is home to approximately 4 million residents who depend on reliable sources of water; and

WHEREAS, 88 percent of the water supply in the City is imported from sources outside of the region; and

WHEREAS, in addition to imported water, the local water supply is a reliable source of water that depends on groundwater recharged from a variety of sources, including stormwater; and

WHEREAS, local groundwater supply is a key resource that LADWP has historically utilized to support approximately 11 percent of the City's total water demand; and

WHEREAS, capturing additional stormwater to augment groundwater recharge is vital to sustain the long-term reliability of the City's local groundwater supply; and

WHEREAS, the City's water rights in five local groundwater basins are adjudicated, with the San Fernando Groundwater Basin (Basin) being the largest of the five basins; and

WHEREAS, the City possesses the right to the surface waters of the Los Angeles River and the native groundwater of the Basin in accordance with the California Supreme Court case of *The City of Los Angeles vs. City of San Fernando*, et al., (1975) 14 Cal. 3d 199 and of the Judgment *The City of Los Angeles vs. City of San Fernando*, et al., Los Angeles Superior Court Case No.650079, (January 26, 1979); and

WHEREAS, the City is a beneficiary of stormwater capture and recharge that may improve the condition of the Basin and potentially increase the long-term native safe yield to augment the City's local water supply; and

WHEREAS, the LADWP is a municipally owned utility responsible for delivering water and electricity to the citizens of the City; and

WHEREAS, the LABOS is a bureau under the Los Angeles Department of Public Works responsible for collecting, cleaning and recycling solid and liquid waste, including stormwater and urban runoff; and

WHEREAS, the District is a special district organized and operating under the provision of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to the Los Angeles County Flood Control Act, the District owns and manages flood control and water conservation facilities in the County of Los Angeles (County), and said efforts result in the capture of stormwater used to replenish groundwater basins in the County, including the Basin; and

WHEREAS, the District is the regional entity with expertise in design, construction, and operation of facilities for stormwater capture and groundwater recharge; and

WHEREAS, the LADWP, LABOS and District are committed to pursuing opportunities to enhance water conservation, increase stormwater capture, improve water quality and groundwater recharge that may improve the condition of the Basin and potentially increase the long-term native safe yield to augment the City's and County's local water supply; and

WHEREAS, the District owns and operates the Strathern Pit site and proposes to build the Rory M. Shaw Wetlands Park; and

WHEREAS, the District proposes to construct detention ponds and wetlands to store and treat stormwater runoff which is then pumped to the adjacent Sun Valley Park for infiltration into groundwater basins; and

WHEREAS, when constructed, the Rory M. Shaw Wetlands Park Project will provide an average water supply benefit estimated at 550 acre-feet per year; and

WHEREAS, ReNUWIt proposes a three-year project to investigate the ability of geomedia mixtures to sequester or transform drinking water contaminants likely to be encountered at the Rory M. Shaw Wetlands Park during recharge of underlying aquifer with urban stormwater; and

WHEREAS, ReNUWIt currently estimates the contract cost of the Project to be up to \$855,000; and

WHEREAS, LADWP, LABOS, and the District agree to each provide a third of the Project cost to ReNUWIt totaling \$285,000 per Party; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, it is hereby agreed as follows:

(1) PROJECT INFORMATION

A. Background

The Rory M. Shaw Wetlands Park Project is a partnership with the District, LADWP, LABOS, and Sun Valley Watershed Stakeholders Group. It was identified as a major component of the Sun Valley Watershed Management Plan to transform an existing 46-acre former inert debris landfill into a multi-purpose wetlands park including stormwater capture and treatment. Urban stormwater runoff is known to contain a suite of potential drinking water contaminants. Urban use pesticides and organic chemicals associated with transportation and commercial and industrial activities are frequently present in urban runoff at elevated concentrations but have received much less research attention. Some contaminants are not easily removed by percolation through soils and sediments with high hydraulic conductivity. Therefore, it may be necessary to include some sort of treatment to ensure that these types of stormwater contaminants do not contaminate water. ReNUWIt is currently conducting research on methods to remove contaminants prior to the recharge of drinking water aquifers. ReNUWIt seeks to conduct geomedia research at the existing Sun Valley Park Drain and Infiltration System Project. The research will provide information to enhance groundwater recharge efforts at future sites in the Los Angeles basin by informing contaminant removal strategies during infiltration.

B. Location

The Sun Valley Park Drain and Infiltration System is located in the Sun Valley Watershed in the San Fernando Valley area of the City. The property lies to the south of San Fernando Road and is bounded by Fair Avenue on the west, Lorne Street on the south, and Vineland Avenue on the east.

C. Scope

The Project will assess contaminant removal under field conditions, optimize contaminant removal, determine and enhance geomedia longevity and system design, and provide recommendations for the field pilot test as defined in Exhibit A.

D. Budget and Funding

The total estimated cost of the Project is \$855,000. The LADWP, LABOS, and District are committed to each fund one-third (\$285,000) of the Project's cost.

#### E. Schedule

The Project will begin upon execution of this Agreement by all Parties. It will occur through a three-year period with a completion date of September 30, 2016.

### (2) AGREEMENT OF THE PARTIES

#### A. LADWP AGREES:

1. Upon approval of the Agreement by all parties, to pay ReNUWIt \$285,000 for the Project, which will be paid in two payments. The first payment of \$100,000 will be paid after execution of this Agreement within 90 days of receipt of invoice in fiscal year 2013-14. The second payment of \$185,000 will be paid after project completion within 90 days of receipt of invoice in fiscal year 2014-15.
2. To participate and provide technical assistance to ReNUWIt regarding the Project.
3. To provide Project input and decisions in a timely manner.
4. To provide reasonable notice to ReNUWIt of its request to participate in Project meetings; however, ReNUWIt's determinations regarding the Project will be final.
5. The Contract Administrator for LADWP shall be the Director of Water Resources, or his designee.
6. To indemnify, defend, and hold the LABOS, District, and ReNUWIt and their respective governing boards, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out any act, error, omission, or willful misconduct on the part of LADWP in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of LADWP under this Agreement. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of the LABOS, District, and ReNUWIt and its board, officers, agents, or employees or as otherwise provided herein.

The provisions of this section shall survive expiration or termination of this Agreement

**B. LABOS AGREES:**

1. Upon approval of the Agreement by all parties, to pay ReNUWIt \$285,000 for the Project, which will be paid in two payments. The first payment of \$100,000 will be paid after execution of this Agreement within 90 days of receipt of invoice in fiscal year 2013-14. The second payment of \$185,000 will be paid after Project completion within 90 days of receipt of invoice in fiscal year 2014-15.
2. To participate and provide technical and logistical assistance to ReNUWIt regarding the Project as outlined in Exhibit A.
3. To provide Project input and decisions in a timely manner.
4. To provide reasonable notice to ReNUWIt of its request to participate in Project meetings; however, ReNUWIt's determinations regarding the Project will be final.
5. To indemnify, defend, and hold LADWP, District, and ReNUWIt and their respective governing boards, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out any act, error, omission, or willful misconduct on the part of LABOS in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of LABOS under this Agreement. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of LADWP, District, and ReNUWIt and its board, officers, agents, or employees or as otherwise provided herein.

The provisions of this section shall survive expiration or termination of this Agreement

**C. DISTRICT AGREES:**

1. Upon approval of the Agreement by all parties, to pay ReNUWIt \$285,000 for the Project, which will be paid in two payments. The first payment of \$100,000 will be paid after execution of this Agreement within 90 days of receipt of invoice in fiscal year 2013-14. The second payment of \$185,000 will be paid after project completion within 90 days of receipt of invoice in fiscal year 2014-15.
2. To participate and provide technical assistance to ReNUWIt regarding the Project.

3. To provide Project input and decisions in a timely manner.
4. To provide reasonable notice to ReNUWIt of its request to participate in Project meetings; however, ReNUWIt's determinations regarding the Project will be final.
5. To indemnify, defend, and hold LADWP, LABOS, and ReNUWIt and their respective governing boards, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out any act, error, omission, or willful misconduct on the part of District in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of District under this Agreement. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of LADWP, LABOS, and ReNUWIt and its board, officers, agents, or employees or as otherwise provided herein.

The provisions of this section shall survive expiration or termination of this Agreement

D. ReNUWIt AGREES:

1. To complete the Project, including all tasks described in Exhibit A, in accordance with the timeline stated in Exhibit A.
2. To track staff hours expended on the Project via establishment of a project work order.
3. Upon execution of Agreement, to invoice LADWP, LABOS, and District as specified in sections (2) A1, (2) B1, and (2) C1 above.
4. To provide in-kind services by sharing input from other funded research that directly relates to this Project.
5. To keep LADWP, LABOS, and District apprised of any and all information pertaining to the status of the Project of which ReNUWIt becomes aware.
6. To include in all material, publications, press releases, signage, and communications that LADWP, LABOS, and District are Project partners.

7. To schedule annual Project meetings for in-person research presentations to Project partners.
8. To provide Project partners a written report on project findings at the conclusion of the Project.
9. To track the cost of extra work caused by differing site conditions, design errors/omissions and necessary changes in scope.
10. To adjust estimated costs to actual cost as described in Section (1), paragraph D above, as it becomes necessary based on updated information during Agreement period.
11. To develop Project milestones and provide quarterly progress reports to the LADWP, LABOS, and District through the completion of the Project that include the schedule, budget, work completed during the previous quarter, and an estimate of the percent completion. Progress reports shall be submitted to the LADWP, LABOS, and District within 30 calendar days of the end of each respective quarter. Quarters shall be January 1 to March 31, July 1 to September 30, and October 1 to December 31.
6. To provide reasonable notice to LADWP, LABOS, and District to participate in the Project meetings.
7. To use generally acceptable accounting practices applicable to public agencies to account for, transfer, and reimburse funds deposited for the Project.
8. Provide a Business Tax Registration Certificate or Business Tax Exemption Number as attached in Exhibit B – City of Los Angeles – Business Tax Application form.
9. Fulfill insurance requirements as specified and attached in Exhibit C – Insurance Requirements and the Contract Insurance Requirements form.
10. Provide a Taxpayer Identification Number or Form W-9 as attached in Exhibit D – Request for Taxpayer Identification Number and Certification form.
11. To indemnify, defend, and hold LADWP, LABOS, and District and their respective governing boards, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or

personal injury of any person or property damage of any nature whatsoever, arising out any act, error, omission, or willful misconduct on the part of the ReNUWIt in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of the ReNUWIt under this Agreement. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of the LADWP, LABOS, and District and its board, officers, agents, or employees or as otherwise provided herein.

The provisions of this section shall survive expiration or termination of this Agreement

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED:

- A. The Agreement shall be effective upon the date it is executed by all Parties and will expire by its own operation three (3) years after execution, unless extended or sooner terminated by mutual written agreement by all Parties. All work described in Exhibit A, shall be completed by the expiration of this Agreement.
- B. Funds deposited by LADWP, LABOS, and DISTRICT pursuant to this Agreement shall be used solely for actual intended costs in carrying out the Project as described in Exhibit A, and shall not be used to supplement other activities outside of those defined in Exhibit A as part of this Agreement.
- C. All Parties agree to the terms contained in Exhibit A.
- D. Each Party shall have no financial obligation to other Parties under this Agreement, except as herein expressly provided.
- E. Notwithstanding any other provision of this Agreement, ReNUWIt may terminate this Agreement as to the Project if it determines, in its sole discretion, not to proceed with the Project. In the event that ReNUWIt terminates this Agreement as to the Project, pursuant to this paragraph, or if ReNUWIt fails to complete the Project in accordance with this Agreement, ReNUWIt shall return all unused funds for the Project previously deposited by the LADWP, LABOS, and District pursuant to this Agreement, if any. ReNUWIt shall return an accounting of the funds applied to the Project along with a copy of any completed or work-in-progress design documents and shall have no further obligation or liability to City or District for any act, error, omission, or willful misconduct in performance of this Agreement as to the Project.
- F. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

- G. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- H. All Parties have been represented by counsel in the preparation and negotiation of this Agreement and is deemed drafted and construed by all parties so as to not be construed against any of them if deemed ambiguous.
- I. LADWP, LABOS, and DISTRICT shall have the opportunity to participate and provide input to the work performed by ReNUWIt including the development of work plans and the review of reports.
- J. All Parties shall be required to make staff reasonably available, if requested, to participate and provide input at scheduled meetings, community meetings and workshops, etc. for the Project.
- K. To make all reasonable efforts to keep costs within the budgeted amounts and no Parties shall be obligated to provide additional funding toward the completion of work called for by this Agreement, unless otherwise mutually agreed to by the Parties.
- L. This Agreement may be modified only by mutual written consent of the Parties. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the Parties' Directors or their delegates.

The provisions of this section shall survive expiration or termination of this Agreement

#### (4) RIGHT TO AUDIT

The ReNUWIt shall maintain, and shall cause the ReNUWIt's consultants and/or suppliers as applicable to maintain all records pertaining to the management of this Agreement, and related subcontracts, and performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the ReNUWIt, the ReNUWIt's consultants and/or suppliers are required to submit cost or pricing data in

connection with this Agreement, the ReNUWIt shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by other Parties personnel or by other Parties' agents (Authorized Auditors), for a period of not less than four (4) years following payment made by the LADWP, LABOS, and District hereunder or the expiration date of this Agreement, whichever is later.

ReNUWIt shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at ReNUWIt's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by ReNUWIt on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. ReNUWIt shall not, however, be required to furnish the Authorized Auditors with commonly available software.

ReNUWIt, and the ReNUWIt's contractors, consultants and/or suppliers, as applicable to the services provided under this Agreement, shall be subject at any time within sixty (60) calendar days, prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State, and Federal government audit standards. For contractors, subcontractors, and suppliers that utilize or are subject to the Federal Acquisition Regulation (FAR), Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditors' examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, ReNUWIt will be provided sixty (60) calendar days to review the Authorized Auditors' examination results or audit and respond to the LADWP, LABOS, and District prior to the examination's or audit's finalization and public release.

If the Authorized Auditors' examination or audit indicates ReNUWIt have been overpaid under a previous payment application, the identified overpayment amount shall be paid by ReNUWIt to the LADWP, LABOS, and District split equally in three ways within 90 calendar days of notice to ReNUWIt.

If applicable, ReNUWIt shall contractually require all contractors, subcontractors, and suppliers performing services under this Agreement to comply with the provisions of this section by inserting this provision PSC-22 in each contractor's contract and by contractually requiring each subcontractor to insert this provision PSC-22 in any of its subcontractor contracts related to services under this Agreement. In addition, ReNUWIt, their contractors, their contractors' subcontractors, and/or suppliers, shall also include the following language in each contract:

"The Los Angeles Department of Water and Power (LADWP), Los Angeles County Flood Control District (District), and the City of Los Angeles Department of Public Works Bureau of Sanitation (LABOS) are third-party beneficiaries of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP, LABOS, and District. The designation of LADWP, LABOS, and District as third-party beneficiaries of the audit provision shall not confer any rights or privileges on ReNUWIt, their contractors, and/or their contractors' subcontractors or any other person/entity."

The provisions of this section shall survive expiration or termination of this Agreement.

#### (5) NOTICES

All notices provided under this Agreement must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or (3) on the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

LADWP: David R. Pettijohn, Director of Water Resources  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1460  
Los Angeles, CA 90012  
Tel: (213) 367-0899  
Fax: (213) 367-1131

LABOS: Adel Hagekhalil, Assistant Director  
Los Angeles Department of Public Works  
Bureau of Sanitation – Watershed Protection Division  
Public Works Building  
1149 South Broadway Street, 10th Floor  
Los Angeles, CA 90015  
Tel: (213) 485-2210

Fax: (213) 485-2979

DISTRICT: Gary Hildebrand, Assistant Deputy Director  
Los Angeles County Department of Public Works  
Watershed Management Division  
900 South Fremont Avenue, 11th Floor  
Alhambra, CA 91803  
Tel: (626) 458-4300  
Fax: (626) 457-1526

ReNUWIt: David Sedlak, PhD, Deputy Director  
ReNUWIt  
Civil & Environmental Engineering  
657 Davis Hall  
University of California, Berkeley  
Berkeley, CA 94720  
Tel: (510) 643-0256  
Fax: (510) 642-7483

(6) COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the Parties.  
No verbal agreement or conversation with any officer or employee of either party  
shall affect or modify any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representative.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

By: \_\_\_\_\_  
RONALD O. NICHOLS  
General Manager

Date: \_\_\_\_\_

And: \_\_\_\_\_  
BARBARA E. MOSCHOS  
Secretary

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representative.

**DEPARTMENT OF PUBLIC WORKS OF THE CITY OF LOS ANGELES BY THE  
BOARD OF PUBLIC WORKS COMMISSIONERS OF THE CITY OF LOS ANGELES**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
President  
Board of Public Works

and: \_\_\_\_\_  
Secretary

OFFICE OF THE CITY ATTORNEY OF  
THE CITY OF LOS ANGELES

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Assistant City Attorney

IN WITNESS WHEREOF, the said District, by order of its Board of Supervisors, has caused this agreement to be subscribed by the duly authorized respective officer.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

RICHARD D. WEISS  
Acting County Counsel

By \_\_\_\_\_  
Deputy

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representative.

**National Science Foundation's Engineering Research Center  
For  
Re-Inventing the Nation's Urban Water Infrastructure (ReNUWIt)**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
David Sedlak  
Deputy Director

**FOR OFFICE USE ONLY**

<u>Exhibit</u>	<u>Description</u>
A	ReNUWIt Work Task (SOW)
B	Business Tax Application form
C	Insurance Requirements and the Contract Insurance Requirements form
D	Request for Taxpayer Identification Number and Certification form